

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
MINISTRY OF HEALTH & MASS MEDIA
REFURBISHMENT OF RECEPTION AREA OF OUT PATIENTS
DEPARTMENT
GENERAL HOSPITAL (TEACHING), PERADENIYA
CONTRACT NO. THP/AD/31/2025

BIDDING DOCUMENT

Volume I

Section 01 – Instructions to Bidders
Section 02 – Standard Forms (Contract)
Section 03 – Conditions of Contract

Volume II – (For the use as “Original” document)

Invitation for Bid
Section 04 – Form of Bid and Qualification Information
Section 05 – Bidding Data and Contract Data
Section 06 – Specifications
Section 07 – Bill of Quantities and Schedules
Section 08 – Drawings
Section 09 – Standard Forms (Bid)

Volume III – (For the use as “Copy” of document)

Invitation for Bid
Section 04 – Form of Bid and Qualification Information
Section 07 – Bill of Quantities and Schedules

CONSULTANT

CENTRAL ENGINEERING CONSULTANCY BUREAU
NO.415, BAUDDHALOKA MAWATHA
COLOMBO 07.

CLIENT

DIRECTOR
GENERAL HOSPITAL (TEACHING)
PERADENIYA

AUGUST 2025

C O N T E N T S

	Page
Section 01 - INSTRUCTIONS TO BIDDERS	1
Section 02 - STANDARD FORMS (CONTRACT)	3
Standard Form: Letter of Acceptance	5
Standard Form: Agreement	6
Standard Form: Performance Security	7
Standard Form: Advance Payment Security	8
Standard Form: Retention Money Guarantee	9
Standard Form: Non-collusion Affidavit	10
Section 03 - CONDITIONS OF CONTRACT	11

Section - 01

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

Instructions to Bidders applicable to this contract shall be those given in Section-I of the Standard Bidding Document, Procurement of Works, and ICTAD Publication No. **ICTAD/SBD/01, Second Edition, January 2007** with **addenda issued up to February 2011**, published by the Institute for Construction Training and Development (ICTAD), "Savsiripaya", 123, Wijerama Mawatha, Colombo 7.

This publication will not be issued with the Bidding Document and the Bidder is advised to purchase it from ICTAD.

Instructions to Bidders shall be read in conjunction with the Bidding Data provided under Section-5 of Volume II. Matters governing the performance of the Contractor, payments under the Contract, or matters affecting the risk, rights, and obligations of the parties under the Contract are included under Section - 3 Conditions of Contract (Volume I) and Contract data under Section 5 (Volume II).

Instructions to Bidders will not be a part of the Contract and will cease to have effect once the Contract is signed.

Section - 02

STANDARD FORMS (CONTRACT)

- *Letter of Acceptance*
- *Agreement*
- *Performance Security*
- *Advance Payment Security*

Notes on Standard Forms:

- *Bidders should not complete the Form of Agreement at the time of preparation of bids.*
- *The successful bidder will be required to sign the Form of Agreement after the award of contract.*
- *Any corrections or modifications to the accepted bid resulting from arithmetic corrections, acceptable deviations, or quantity variations in accordance with the requirements of the bidding documents should be incorporated into the Agreement.*
- *The Form of Performance Security and Form of Advance Payment Security should not be completed by the bidders at the time of preparation of bids.*
- *The successful bidder will be required to provide these securities in compliance with the requirements herein or as acceptable to the Employer.*

FORM OF LETTER OF ACCEPTANCE

..... [date]

To:

.....

[Name and address of the Contractor]

This is to notify you that your Bid dated*[Insert date]* for the “**Refurbishment of reception area of Out Patients Department, General Hospital (Teaching), Peradeniya**” (Contract No: **THP/AD/31/2025**) for the Contract price of

Rupees.....

..... (Rs...../=)

[Amount in figures and words] as corrected in accordance with Instructions to Bidders and/or modified by a Memorandum of Understanding (if any), is hereby accepted.

The adjudicator shall be appointed by appointing authority.

You are hereby instructed to precede with the execution of the said Works in accordance with the Contract documents.

The start date shall be: *(fill the date as per Conditions of Contract)*

The amount Performance Security is: *(fill as per Conditions of Contract)*

The Performance Security shall be submitted on or before..... *(Fill the date as per Conditions of Contract)*

Authorized Signature:

Name & title of Signatory:

Name of Agency:

FORM OF AGREEMENT

This AGREEMENT made the [day] of[month] 20....[Year], between **Director, General Hospital (Teaching) Peradeniya** of the one part and.....
[*Name and address of the contractor*] (hereinafter called “**the Contractor**”), of the other part:

WHEREAS the Employer desires that the Contractor executes the “**Refurbishment of reception area of Out Patients Department, General Hospital (Teaching), Peradeniya**” (Contract No: THP/AD/31/2025), (*Hereinafter called “the Works”*) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, Words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein, in conformity in all respects with the provisions of the contract.
3. The Employer hereby covenants to pay the contractor in consideration of the execution and completion the works and remedying any defects wherein, the Contract Price or such other sum as may become payable under the provision of the Contract at the times and in the manner prescribed by the contract.

In Witness whereof the parties thereto have caused this Agreement to be executed the day and year aforementioned in accordance with laws of Sri Lanka.

.....
 Authorized signature of Contractor
 COMMON SEAL

.....
 Authorized signature of Employer
 COMMON SEAL

In the presence of:

Witnesses:

1. Name and NIC No.....
 Signature.....
 Address.....
2. Name and NIC No.....
 Signature.....
 Address.....

FORM OF PERFORMANCE SECURITY

(Unconditional)

..... *[Name
and Address of Issuing Branch or office]*

**Beneficiary: Director
General Hospital (Teaching)
Peradeniya**

Date:

PERFORMANCE GUARANTEE No:.....

We have been informed that *[Name of Contractor]*
(Hereinafter called to “**the Contractor**”) has entered into Contract No. **THP/AD/31/2025** dated
..... with you, for the “**Refurbishment of reception area of Out
Patients Department, General Hospital (Teaching), Peradeniya**” (hereinafter called to “**the Contract**”).

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we
.....*[Name of the Agency]* hereby irrevocably undertake to pay you any sum or sums not
exceeding in total an amount of*[amount in
figures]*(.....) *[amount in wards]* ,upon receipt by us of your first
demand in writing accompanied by a written statement stating that the Contractor is in breach of its
obligation(s) under the Contract ,without your needing to prove or to show grounds for your demand or the
sum specified therein.

This guarantee shall expire, no later than theday of, 20.....*[date,28 days beyond the
Intended Completion Date]* and any demand for payment under it must be received by us at this office on or
before that date.

[Signature (s)]

FORM OF ADVANCE PAYMENT SECURITY

.....
[Name, and Address of Issuing Branch or office]

Beneficiary: Director
General Hospital (Teaching)
Peradeniya

Date:

ADVANCE PAYMENT GUARANTEE No. :.....

We have been informed that[name of contractor] (hereinafter called “the Contractor”) has entered into Contract No. **THP/AD/31/2025** datedwith you, for the execution of for the **“Refurbishment of reception area of Out Patients Department, General Hospital (Teaching), Peradeniya”** (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum [Amount in figure] (.....) [Amount in words] is to be made against an advance payment guarantee.

At the request of the contractor, we[name of the agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of[amount in figures] (.....) [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation in repayment of the advance payment under the Contract.

The maximum amount of this guarantee shall be progressively reduced by the amount of advance payment repaid by the contractor.

This guarantee shall expire on[date, 28 days beyond Intended Completion Date].

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[Signature (s)]

FORM OF RETENTION MONEY GUARANTEE

.....
[Name, and Address of Issuing Branch or office]

**Beneficiary: Director
General Hospital (Teaching)
Peradeniya**

Date:

RETENTION MONEY GUARANTEE No. :.....

We have been informed that[*name of contractor*] (hereinafter called “the Contractor”) has entered into Contract No. **THP/AD/31/2025** datedwith you, for the execution of “**Refurbishment of reception area of Out Patients Department, General Hospital (Teaching), Peradeniya**” (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, when the works have been taken over and first half of the Retention Money has been certified for payment, payment of the second half of the Retention Money may be made against a Retention Money Guarantee

At the request of the contractor, we[*name of the agency*] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of[*amount in figures*] (.....) [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has not attended to the defects in accordance with the Contract.

This guarantee shall expire, at the latest [date, 28 days after the end of the Defects Liability Period]. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[Signature (s)]

Annexure III of Chapter 01
Non-collusion Affidavit (Template)
(Procurement Guideline Reference - 1.5)

The undersigned bidder or agent, hereby solemnly, sincerely, and truly declares and affirms/makes an oath and states as follows;

- a) That he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership representing him/her, entered into any combination, collusion, or similar agreement with any person in connection with the price to be bid;
- b) That he/she or anyone representing him/her has not taken any step whatsoever to prevent any person from bidding, nor to induce anyone to refrain from bidding; and
- c) That this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to this bid.

He/she further states that no person, firm, or corporation has received or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value in connection with the submission of this bid.

The bidder accepts full responsibility for ensuring the absence of collusion and hereby pledges to abide by fair and ethical competition practices throughout the procurement process and fully comply with the applicable Procurement Guidelines.

I hereby affirm, under the penalties for perjury, that all statements made by me in this affidavit are true and correct.

The foregoing Affidavit having been duly read over and explained by me to the Affirmant above named and he/she having understood the contents therein and admitted to be correct, affirmed and set his/her signature hereto before me) on thisday of at

BEFORE ME,

JUSTICE OF THE PEACE/COMMISSIONER OF OATHS

Section - 03

CONDITIONS OF CONTRACT

Conditions of Contract shall be read in conjunction with the

Contract data in Section 5 in Volume II, which shall take precedence over the Conditions of Contract

CONDITIONS OF CONTRACT

Conditions of Contract that will be applicable for this Contract shall be that given in Section 3 of the Standard Bidding Document for Procurement of Works, ICTAD Publication No. **ICTAD/SBD/01, Second Edition, January 2007 with addenda issued up to February 2011**, published by the Institute for Construction Training and Development (ICTAD) "Savsiripaya", 123, Wijerama Mawatha, Colombo 07.

The above publication will not be issued with the Bidding Document and Bidder is advised to purchase it from ICTAD.

This Conditions of Contract shall be read in conjunction with Contract Data in Section 05 in Volume II which shall take precedence over the Conditions of Contract.